

**AGREEMENT
BETWEEN
THE BOROUGH OF LODI
AND
THE LODI PUBLIC WORKS ASSOCIATION
LODI D.P.W. UNIT**

EFFECTIVE DATES MAY 1, 2010 THROUGH DECEMBER 31, 2013

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AGREEMENT

This Agreement entered into this _____ day of May, 2010, by and between the Borough of Lodi, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Employer" and the Lodi Public Works Employee Association representing the Blue Collar Workers of the Borough of Lodi, hereinafter referred to as the "Association",

WHEREAS, the Employer and the Association recognizes that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW THEREFORE it is agreed as follows:

This Agreement shall take effect May 1, 2010 and shall be in full force and effect to and including December 31, 2013 and represents the complete and final understanding on all bargainable issues between the Borough and the Association.

The Employer hereby agrees that every Employee shall have the right freely to organize, join, and support the Association and its affiliates, for the purpose of engaging in collective negotiations and for other mutual aid and protection.

As a body exercising governmental power under the laws of the State of New Jersey, the Employer undertakes and agrees that it shall not, directly or indirectly, discourage, deprive, or coerce any Employee in the enjoyment of any right conferred by the Laws of the State of New Jersey, or the Constitution of New Jersey and of the United States.

The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms and conditions of employment by reason of his or her membership in the Association and its affiliates, collective negotiations with the Employer, or his institution, of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment, as provided by the Statues of the State of New Jersey.

The Employer agrees that it will not enter into any contract, or Memorandum of Agreement with anyone but the recognized Association only with regard to the categories or personnel covered by this Agreement during the terms of this Agreement.

ARTICLE 1 - RECOGNITION

The Borough recognizes the Association as the exclusionary collective bargaining agent for all full time Blue Collar Employees covered by the public titles and provisions of Schedule A, attached hereto and made a part hereof.

The provisions of this agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

ARTICLE 2 - GRIEVANCE PROCEDURE

A. Major Suspension, etc.

In any case where a permanent Employee in the classified service as defined in the Civil Service Rules and Regulations is issued a preliminary notice of disciplinary action involving (a) suspension for more than five (5) days at one time, (b) the third suspension or third fine in one calendar year, (c) demotion, or (d) removal, the Employee if he desires to appeal, shall do so in accordance with the procedures set forth in the Civil Service Rules and Regulations, and where applicable appeal said matter to the courts of the State of New Jersey.

B. Grievance and Minor Suspensions, etc

Any grievance relating to the position, wages, or working conditions of an Employee, including suspension for less than five (5) days and fines, demotions, and other disciplinary action not covered in Paragraph A above, shall be handled in the manner set forth below and shall be initialed within six (6) months from said date of grievance.

1. The Employee shall discuss the grievance with his immediate Supervisor. He may be represented by a member of the Association. In the event the Association declines to represent the Employee, he or she shall have the right to proceed without such representation. If the Employee or the Association is not satisfied with the result of the discussion with his supervisor, either may file a written notice of grievance with the Employee's Department Head. If, for any reason the Employee or the Association does not wish to discuss the grievance with the Employee's supervisor, the procedure may be begun with written notice to the Department Head.
2. The Department Head shall review all aspects of the grievance that he deems necessary and shall render a written determination within five (5) days and shall advise the Employee and the Association of such decision immediately thereafter and forward to each a copy of his determination.
3. The Employee or the Association may appeal the decision of the Department Head if either is unsatisfied with the result, by filing a written notice of appeal with the Borough Manager and, at the same time, forwarding copies of all previous writings on the matter. Within ten (10) days, the Borough Manager shall conduct a hearing and thereafter render a written determination within ten (10) days and shall advise both the

Employee and the Association of such decision immediately thereafter and forward to each a copy of his determination.

4. If the grievances are not settled by the steps outlined above, the Association or the Employee, within ten (10) working days after the receipt by the Employee and the Association of the Borough Manager's decision, shall have the right to file an appeal with the Public Employment Relations Commission (hereinafter PERC). PERC shall appoint an arbitrator to hear the grievance. The Arbitrator's decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies and shall be rendered within thirty (30) days after completion of the hearing and shall be final and binding upon both parties. The cost of the Arbitrator and his expenses shall be borne equally by both parties, unless otherwise provided by law.

ARTICLE 3 - AGENCY SHOP

The Borough will respect the Association rights under the provisions of N.J.S.A. 34:13A-5.4 to receive payment of fees of 85% and/or dues from non-Association Employees who are covered under the Collective Bargaining Agreement.

ARTICLE 4 - DUES CHECK-OFF

The Employer agrees that it will, on the first payroll of each month, deduct the Association dues from the pay of each Employee and transmit the same, with a list of such Employees to the Secretary-Treasurer of the Association within ten (10) days after the dues are deducted.

After an Employee has been employed for ninety (90) days, the Employer agrees to deduct the initiation fee in four (4) consecutive payments, and to transmit the same as above set forth.

The Association agrees to furnish the Employer a written statement of the dues and initiation fees to be deducted, deductions of dues to be made in halves (1/2) each pay check.

ARTICLE 5 - WORK WEEK

The work week for those Employees set forth in Schedule A of the salary guide (Blue Collar), shall consist of forty (40) hours per week in accordance with the work schedule established by the Borough Manager, five (5) days per week, Monday through Friday, eight (8) hours per day, from 8:00 am to 4:00 pm. with one hour off for lunch, except that summer hours shall be established at five (5) days per week, Monday through Friday from 7:00 am to 3:00 pm with one hour off for lunch, which shall begin the last week of June and terminate the day after Labor Day.

ARTICLE 6 - SENIORITY

All personnel covered by this Agreement shall be entitled to seniority in accordance with Civil Service Regulations.

Seniority shall mean a total of all periods of employment within the classification covered by this Agreement.

An Employee shall lose seniority rights only for any one of the following reasons:

- A. Voluntary resignation
- B. Discharge for just cause
- C. Failure to return to work within the prescribed period upon re-call as provided in the lay-off and recall provisions of this Agreement
- D. Continuous lay-off beyond recall period for re-employment outlined elsewhere in this Agreement. Seniority shall prevail in all provisions of this Agreement where a preference may be exercised.

ARTICLE 7 - PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of ninety (90) calendar days.

During this probationary period, the Employer reserves the right to terminate the probationary Employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provisions of this Agreement and said termination shall be in accordance with Civil Service Rules and Regulations.

ARTICLE 8 - BULLETIN BOARD

The Employer agrees to provide a bulletin board in a conspicuous place in the Borough Garage and Water Department, where Employees report to work. Postings by the Association on such bulletin boards are to be confined to the official business of the Association.

ARTICLE 9 - SHOP STEWARDS

The Employer recognizes the right of the Association to delegate Shop Stewards and Alternates, and the authority of Shop Stewards and Alternates so designated by the Association shall be limited to and shall not exceed the following duties and activities:

- A. The presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

- B. The submission of such message and information which shall originate out of and are authorized by the Local Association or its officers, provide specific messages and information.

1. have been reduced to writing, or
2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs or any other interference with Employer's business.

The Employer recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Association liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow-down, or work stoppage in violation of this Agreement.

C. Release Time:

1. Members of the Association who are elected or designated by the Association to attend any meetings or educational conferences or conventions of the Association, or other bodies of which the Association is affiliated. shall be granted necessary time off without loss or pay provided that notification is given to the Borough Manager, in writing, by the Association at least one (1) week in advance and provided that such requests are not in excess of three (3) working days per year for two (2) members. Requests for such leave shall be submitted by the Association President to the Borough Manager who shall respond to the request within five (5) working days of receipt.
2. In order to provide the orderly handling of grievance and disciplinary matters, the Shop Steward or his/her designee and grievant involved in the grievance or Disciplinary proceeding shall be released from their Borough duties prior to the scheduled matter for a reasonable period of time (not to exceed two hours) for the purpose of handling such grievance matters, in the event of a class grievance, the Association will make a request of the Borough Manager, who shall determine which grievant will attend. Reasonable advance notice for such release time shall be provided to the Department Head or his/her designee. Such leave time shall not substantially interfere with Borough operations and/or the employee's normal job function except in emergent circumstances. It is understood and agreed that the Shop Steward or his/her designee shall be released for a reasonable period of time to investigate potential grievances and proposed disciplinary actions, and such time shall be administered in the manner indicated above.

ARTICLE 10 - HOURS OF WORK

The Employer agrees after a regular eight (8) hour working day to allow a one-half paid lunch period whenever an Employee is required to work four (4) additional hours, and a one-half (1/2) hour lunch period for each four (4) hours thereafter.

The Employer agrees to allow a paid fifteen (15) minute coffee break once in the morning and once in the afternoon. It is understood that Employees will not congregate at one location and that one Employee will be sent for coffee.

Whenever an Employee is required to remain at work beyond quitting, he shall be paid overtime in accordance with the overtime schedule for the first hour and any part thereof, and after the first hour shall be paid overtime to the nearest one-half (1/2) hour.

Effective July 1, 2005 employees shall be entitled to go home with pay for the remainder of their shift at the end of an overtime event which has extended into the last half of an employee's regular workday, and that employee has been on duty for sixteen (16) consecutive hours.

Whenever an Employee is called to return to work after he has completed his regular eight (8) hour shift, or if said Employee is called to work on Saturday, Sunday or Holidays, he shall be guaranteed a minimum of two (2) hours pay in accordance with the overtime schedule.

Employees who work in excess of their regular hours may elect to take Compensatory Time Off (CTO) in lieu of pay. CTO shall be credited at the rate of payment for additional hours.

Overtime shall be assigned in accordance with Schedule C attached.

ARTICLE 11 - PREMIUM PAY

The Employer agrees that the Employee shall have the option to take time off for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week, comp time shall be at premium rates and must be taken in full days off or exact time accumulated. Comp time usage must be taken within the twelve months it was accrued. The Employer agrees to pay premium wages in accordance with the following rules:

One and one-half (1-1/2) times the straight time hourly rate shall be paid for:

- A. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period;
- B. All hours spent in the service of the Employer on Saturday

- C. All hours spent in the service of the Employer on a Sunday or Holiday shall be paid at two times the applicable rate.

Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the Employee is qualified to perform the overtime assignment. Such qualifications shall be determined by the Director of Public Works. This paragraph shall be subject to the grievance and arbitration procedure and shall be decided by an arbitrator if need be, the decision of the Arbitrator shall be final and binding on both parties

A list shall be posted weekly on the overtime worked and the overtime refused by each Employee for the purpose of equalizing premium pay, pursuant to the overtime agreement attached hereto.

Overtime worked and CTO shall be reported by the employees to the Borough on the Monday following the date in which it occurred. Overtime and CTO shall be calculated, paid and/or reported by the following pay period. Overtime and CTO shall be itemized separately on the employee's payroll stub.

ARTICLE 12 - DISCHARGE OR SUSPENSION

The discharge or suspension of any Employee shall be in accordance with Civil Service Rules and Regulations.

In respect to discharge or suspension, the Employer must give at least one (1) warning notice of the specific complaint against such Employee in writing and a copy of the same to the Association and the Shop Steward. The warning notice as herein provided, shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which the complaint and warning notice are based.

A discharged or suspended Employee must advise the Association in writing, within five (5) working days after receiving notification of such action against him, to appeal the discharge or suspension. The appeal shall be heard in accordance with the Grievance and Arbitration Provisions of this Agreement. Should it be proven that an injustice has been done, a discharged and suspended Employee shall fully be reinstated in his position and compensated at his usual rate of pay, for lost work opportunity.

ARTICLE 13 - VACATIONS

Vacation entitlement shall be based on the Employee's anniversary date of employment. Employees hired after June 30, 2008 shall be entitled to vacation entitlement after sixty (60) days of continuous service with the Borough of Lodi.

An employee shall be entitled to paid vacation in accordance with the following schedule:

- A. From date of hire through December 31 of the year hire: One (1) day for each thirty (30) calendar days of employment;
- B. From January 1 of the first full calendar year after date of hire through December 31 of the fifth full calendar year after date of hire: twelve (12) days;
- C. From January 1 of the sixth full calendar year after date of hire through December 31 of the tenth full calendar year after date of hire: fifteen (15) days;
- D. From January 1 of the eleventh full calendar year after date of hire through December 31 of the fifteenth full calendar year after date of hire: twenty (20) days;
- E. From January 1 of the sixteenth full calendar year after date of hire: twenty two (22) days;
- F. From January 1 of the twentieth full calendar year after date of hire: twenty five (25) days;

Employees will be permitted to carry over a maximum of ten (10) earned and unused vacation days into the next succeeding year providing, however, vacation credits beyond those ten (10) days shall be scheduled and taken in the current year or forfeited.

Vacations may be scheduled through the calendar year, and said vacation shall be posted by April 15th of each year.

Preference for selection will be awarded to Employees in the order of their seniority.

In the event a holiday named in this Agreement falls during the Employee's vacation period, such Employee shall not lose that holiday pay or be given an extra day vacation.

In the event a death occurs in an Employee's immediate family, as defined in other provisions of this Agreement, or the Employee is disabled during the vacation period, the remaining vacation time shall be cancelled and rescheduled at the Employee's request.

The Employee shall submit proof sustaining death or disability. For those Employee's not turning in a completed vacation schedule for the calendar year, seventy-two (72) hours or three (3) days notice must be given to take vacation and is subject to approval by the Director of Public Works.

ARTICLE 14 - SAFETY

The Employer shall not require, direct or assign any Employee to work under unsafe or

hazardous conditions. The Employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will either determine or advise how the work can be performed safely or will stop the work.

The Employer shall not require Employees to take out on the streets or highways, any vehicle that is not in safe operating condition or does not meet the safety standards prescribed by law. It shall not be a violation of this Agreement where Employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped, shall be appropriately lagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.

Employees agree to comply with all safety requirements established by the South Bergen Joint Ins. Fund and the Borough of Lodi Safety Committee.

ARTICLE 15 - PROMOTIONS, DEMOTIONS, AND TRANSFERS

All promotions, demotions, transfers, suspensions and discharge will be in accordance with the Rules and Regulations of Civil Service, and Administrative Code of the Borough of Lodi.

The Employer agrees to fill all job vacancies in accordance with Civil Service Rules and Regulations.

ARTICLE 16 - NOTIFICATION TO THE ASSOCIATION

As soon as conveniently possible, the Employer will provide the Association with an updated list of covered Employees, showing names, addresses, classification, and rate of pay, and will further notify the Association of any addition and deletions to the payroll of covered Employees as they occur.

ARTICLE 17 - LONGEVITY

All Employees shall receive longevity pay from the time the Employee first became employed by the Borough of Lodi in accordance with the following schedule:

0 years through 4 years	0%
5 years through 8 years	2%
9 years through 12 years	4%
13 years through 16 years	6%
17 years through 20 years	8%
21 years through 24 years	10%
On the completion of the 24 th year	12%

The current longevity plan shall remain in effect except that after December 31, 1997 each employee's longevity payment rate shall be frozen and no future increases will be permitted. There will be no longevity plan for future hires.

ARTICLE 18 - LAYOFF AND RECALL

The Employer may reduce the working force in accordance with Civil Service Rules and Regulations. Notice of such layoffs shall be given at least forty-five (45) days before the scheduled layoff. All laid off employee shall have preference for re-employment in accordance with the Rules and Regulations of Civil Service.

Layoff notices shall be made by personal service and if same cannot be made, then by certified mail to the last known address of said Employee.

ARTICLE 19 - MANAGEMENT RIGHTS

The Employer shall retain all rights of management and administration resulting from ownership, and pertaining to its operation, and in accordance with the provisions of this agreement.

ARTICLE 20 - PAY DAY

The Employee will be paid all earnings by check bi-weekly and will be paid during the working hours. When pay falls on a Holiday, said employee shall be paid the preceding day.

Written request of the individual employee and by giving two (2) weeks written notice to the Employer, vacation pay will be paid on the pay day prior to the start of the vacation period.

ARTICLE 21 - HOLIDAYS

The Employees shall be entitled to a Holiday Leave of Absence with pay, in celebration of the following Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

If any of the above holidays fall on a Saturday, it shall be celebrated on the preceding Friday; if any of the above holidays fall on a Sunday, they shall be celebrated on the following Monday.

Effective July 1, 2005 employees will not receive holiday pay if they are on an unexcused absence the day before or the day after a holiday. Unexcused absences are defined as an unapproved absence or an absence that is not accompanied by a doctor's note.

ARTICLE 22 - PERSONAL DAYS

In addition to any other leaves of absence set forth herein, all Employees shall receive

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five 5 days a year leave of absence for personal business.

Personal leave days may not be accrued or accumulated. Except in cases of emergency, Department Heads must be notified twenty-four (24) hours in advance to permit them to provide coverage for the absence of said Employee.

Personal days may only be taken one day at a time unless exception for just cause is granted by the Borough Manager whose determination shall be final.

ARTICLE 23 - SICK LEAVE

Sick leave is hereby defined to mean absence from post or duty of any Employee because of illness, accident, and exposure to contagious disease, attendance upon a member of the Employee's immediate family who is seriously ill requiring the care and attendance of such Employee.

All employees shall be credited with fifteen (15) days annually to be accumulated if not used in their own bank subject to applicable law. All employees shall report in sick in accordance with the Borough's reporting policy. All bank sick time prior to 6/93 shall be frozen and placed into the Deferred Comp Plan in accordance with Schedule B subject to applicable law.

If an Employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the Employee's usual starting time, except in those work situations where notice must be made prior to the Employee's starting time. An Employee who shall be absent on sick leave for five (5) or more consecutive days upon request by the Borough, shall be required to submit acceptable medical evidence substantiating his or her right to such leave. In case of leave of absence due to exposure to a contagious disease, a certification from the Department of Health shall be required before return to employment, if requested by the Borough. The Borough may require an Employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of other Employees.

Sick days accumulated as of July 1, 1992 are frozen. Sick days accumulated after that date will be available for sick leave purposes. Exception: If employees are sick beyond the days accumulated after July 1, 1992 they may use the frozen days and may restore them from days they accumulate in the following years. Failure to do this will have a negative impact on their deferred compensation account.

FOR YOUR INFORMATION: NEW PUBLIC LAW-EFFECTIVE JUNE 9, 2007

C.11A:6-19.1 Payment of accumulated sick leave by political subdivision under Department of Personnel Civil Service.

Notwithstanding any law, rule or regulation to the contrary, a political subdivision of the State or an agency, authority or instrumentality thereof, that has adopted the provisions of Title 11A of the New Jersey Statutes, shall not pay supplemental compensation to any officer or employee for accumulated unused sick leave in an amount in excess of \$15,000, except that an officer or employee who:

- (1) on the effective date of P.L. 2007, c.92 (C.43:15C-1 et al.), or upon the expiration of a collective negotiations agreement or contract of employment applicable to that officer or employee in effect on that date has accrued supplemental compensation based upon accumulated unused sick leave shall, upon retirement, be eligible to receive for any unused leave not more than the amount so accumulated or not more than \$15,000, whichever is greater (refer to Specific Law for more details).

ARTICLE 24 - HOSPITALIZATION AND INSURANCE BENEFITS

The Borough shall provide to the Employee and eligible dependents the medical coverage provided in Attachment One subject to applicable law.

Employee Life Insurance: The Borough shall not be required to provide life insurance for the Employee. The Employee may continue at the Employee's own cost and expense the life insurance policy that the Employer had in effect prior to the execution of this Agreement provided that the employee promptly pays the premiums thereof.

ARTICLE 25 - UNIFORMS

- A. The Borough shall, upon hiring, provide work uniforms and safety equipment to all DPW Employees, which uniforms shall consist of two (2) sets of summer uniforms and two (2) sets of winter uniforms, one (1) summer coat and one (1) winter coat. Mechanics shall be provided with three (3) sets of winter uniforms.

The uniforms shall remain the property of the Borough and the obligation of providing for cleaning of each uniform shall be that of the employee to whom the uniforms are assigned. The Borough shall replace uniform items, which are no longer serviceable.

Garage mechanics will be provided with uniforms and shall be maintained and cleaned as per present practice. The Borough of Lodi will provide hats in addition to the uniforms and the hats are restricted to bearing the Borough of Lodi insignia.

B. Cleaning Allowance:

All employees, except mechanics, shall receive a \$100.00 per year uniform maintenance allowance. Said allowance to be paid by separate check exclusive of wages. In 2011 there shall be no cleaning allowance

C. Effective July 1, 2005 and each year thereafter, the Borough will provide \$300 for the purchase of new uniforms except for calendar year 2011 for which no provision shall be paid. It is understood that employees are required to wear proper uniforms as set forth by the Borough.

D. *See below**

ARTICLE 26 - MILITARY LEAVE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

Upon return from Military Service leave, an Employee shall resume all former employment services credits, together with such improvements as such Employee would have gained had Military Service not been entered, so that in no event will employment service credit status be less than that provided by applicable Government Laws and Regulations.

ARTICLE 27 - JURY DUTY

An Employee who is called to Jury Duty shall immediately notify the Employer.

An Employee shall not be required to report back to work on any day in which court is attended for Jury Duty Service, regardless of the Employee's shift.

The Employer agrees to pay the Employee eight (8) hours straight time pay for each day of Jury Duty Service.

ARTICLE 28 - LIE DETECTOR TEST

The Employer shall not require, request or suggest that an Employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE 29 - SPECIAL LICENSES

The Employer shall pay the fee for the grant or renewal of any special licenses (i.e. Commercial Driver License, Pesticide, etc.), which the employee is required by law or by the employer to have in the performance of the duties and responsibilities as specified in the job specifications.

ARTICLE 30 - SUSPENSION OR REVOCATION OF LICENSE

In the event an Employee shall suffer a suspension or revocation of his CDL or Motor Vehicle license because of a succession of size and weight penalties caused by the Employee complying with his Employers' instructions to him, the Employer shall provide employment for such Employee at not less than his regular earnings at the time of such

D. * Effective July 1, 2006 employees shall receive a \$100.00 boot reimbursement. Receipts are to be furnished to the Borough.**

suspension for the entire period thereof subject however to the seniority and lay-off provisions applicable to him at the time of such suspension.

ARTICLE 31 - BENEFITS OF TERMINATION

Each Employee who retires after proper notification shall receive all benefits of retirement including any monies that have not been invested in the Deferred Comp Plan as outlined in Schedule A of this Agreement. In the event of death, monies shall be paid to his/her estate.

Any Employee eligible for retirement who intends to retire January 1st or thereafter of a given year and who shall submit to the Borough in writing on or before March 1st of the calendar year they are now working showing their intention to retire or with the intention of the Employee not to return to work after December 31st of the same calendar year.

ARTICLE 32 - FUNERAL LEAVE

The Employer agrees to grant an Employee a funeral leave with full pay when death occurs in the Employee's immediate family. The Employee's immediate family is considered to include spouse or significant other, children, grandchildren, brothers, sisters, parents, grandparents, brother and sister-in-law, and parents-in-law, Aunt and Uncle only the day of the funeral.

Funeral leave with pay shall not exceed four (4) working days, and the Employer may request submission of proof from said Employee.

ARTICLE 33 - SEPARATION OF EMPLOYMENT

Upon ~~layoff~~ or dismissal, the Employer ~~may~~ ^{shall} pay the Employee within sixty (60) days of separation/retirement or as otherwise agreed between the parties (for other than cause) all monies due including pro rata vacation pay due to the Employee provided sufficient notice is given to the Employer (two weeks) subject to applicable law. *ETK, R*

ARTICLE 34 - USE OF PERSONAL VEHICLES

No Employee covered by this Agreement shall be required to use his or her personal vehicle for Borough business.

ARTICLE 35 - SANITARY CONDITIONS

The Employer agrees, as presently provided to maintain a clean, sanitary washroom.

ARTICLE 36 - HIRING PRACTICES

No Employee shall be hired by the Borough, whether such Employee is to be paid directly by the Borough or through funds supplied by the State of New Jersey or Federal Government or some agency thereof, at a salary higher than the lowest salary being paid to an Employee covered by this Agreement who is doing the same or similar work as the work to be performed by the new Employee.

ARTICLE 37 - WORK RELATED INJURIES OR SICKNESS

The Borough shall make payment of his or her full salary to any Employee who receives an injury or illness as a result of or arising out of the Employee's employment with the Borough, which injury or illness prevents the Employee from performing his or her duties, provided the Employee assigns and pays over to the Borough any payments made to him or her for temporary disability under the Workmen's Compensation Laws of the State of New Jersey.

ARTICLE 38 - COMPENSATION CLAIMS

The Employer agrees to cooperate towards the prompt settlement of Employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Workmen's Compensation protection or all Employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an Employee is injured on-the-job, the Employer shall pay such Employee guarantee wages, for that day lost because of such injury. An Employee who is injured on-the-job and is sent home or to a hospital, or who must obtain medical attention shall receive pay at the applicable hourly rate of pay for the balance of the regular shift on that day. An Employee who has returned to regular duties after sustaining a compensable injury who is required by a Workmen's Compensation doctor to receive additional medical treatment during the regularly scheduled working hours shall receive regular hourly rate of pay for such time.

ARTICLE 39 - SEPARABILITY AND SAVINGS CLAUSE

In any Article or Section of this Agreement or of any supplements or riders thereto is contrary to law or should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

This Agreement shall cancel any and all other prior Agreements heretofore entered into between the parties.

ARTICLE 40 - WAGES

Employees shall be paid in accordance with the Salary Guide Schedule D (see attached hereto).

Employees hired after January 1, 1998 shall receive the following lump sum adjustments (not added to base salary): \$500 each year for the term of this agreement.

Pursuant to this Agreement employees will reach the maximum salary for his or her title pursuant to the Salary Guides attached hereto. For employees hired after July 1, 2008, they shall receive salary increases pursuant to the attached salary guides.

The Borough shall have the right to hire Employees within each title at such salary as the Borough deems appropriate, provided, however, that no Employee shall be hired at a salary less than the minimum salary for that title contained in the Salary Ordinance of the Borough of Lodi.

For the purpose of this contract, all inequities in salaries for each title shall be resolved within the term of this Contract.

ARTICLE 41 - DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from May 1, 2010 through December 31, 2013.

ARTICLE 42 – REPRESENTATIONS

The parties represent to each other that they have been advised to consult with an attorney prior to executing this Agreement and represent to each other that they have each had ample time to do so.

The parties represent and agree that any questions regarding the interpretation of language of this Agreement shall not be interpreted against the drafter.

The parties represent that this Agreement contains the complete understanding between the parties and the employees and no other promises or agreements shall be binding unless signed by the parties to this Agreement. The parties further represent that in executing this Agreement that neither party is relying on any fact, statement, assumption or opinion not set forth in this Agreement

All of the provisions of this Agreement shall continue in full force and effect beyond that stated expiration date set forth herein until a successor Agreement is executed and becomes effective. This Agreement shall cancel any and all prior agreements heretofore entered between the parties.


Past Practice Clause: The parties agree that all benefits, rights, duties, obligations, terms and conditions of employment relating to the status of the Borough of Lodi White Collar Employees which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of this Agreement except that medical coverage shall be no greater than what is indicated in Attachment One.


Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any White Collar

Employees pursuant to any rules, regulations, instructions, directive, statute or otherwise shall not be limited, restricted, impaired, removed or abolished, except as otherwise stated in this Agreement.

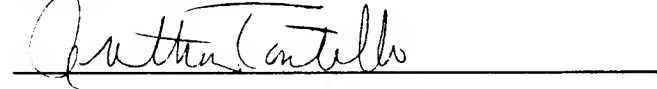
IN WITNESS WHEREOF, the parties have caused their corporate seals to be affixed hereto and attested by its proper officers and these presents to be signed by its proper officers, the day and year written above.

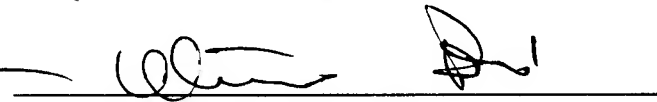
FOR THE BOROUGH


Tony Luna, Borough Manager

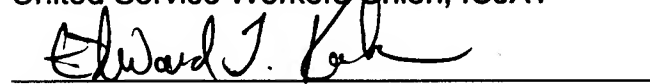

Bruce T. Masopust, Mayor

FOR THE LODI PUBLIC WORKS
ASSOCIATION





United Service Workers Union, IUJAT


Edward T. Kahn, Business Agent

SCHEDULE A

NAME

TITLE

ANTHONY APPALUCCIO

SENIOR PUBLIC WORKS REPAIRER

LOUIS AUFIERO

SENIOR PUBLIC WORKS REPAIRER

THOMAS VILARDO

SENIOR PUBLIC WORKS REPAIRER

DAVID DOWSON

MECHANIC

ANTONINO PITTI

PUBLIC WORKS REPAIRER

THOMAS RAIA

PUBLIC WORKS REPAIRER

ALLEN RILEY

PUBLIC WORKS REPAIRER

GERARD RINALDI

PUBLIC WORKS REPAIRER

CLYDE SCANDIFFIO

PUBLIC WORKS REPAIRER

ANTHONY TANTILLO

PUBLIC WORKS REPAIRER

AXEL ZENO

PUBLIC WORKS REPAIRER

SCHEDULE B - DEFERRED COMP. PLAN/BENEFITS OF TERMINATION

Any employee eligible for retirement who intends to retire in a given fiscal year shall submit to the Borough on or before March 1st of the year prior to the proposed retirement a letter to the Borough setting forth the employees intent to retire as of a given date in the next fiscal year. If the employee does not retire on the date set forth in the aforementioned letter, any increase received by the employee as a result of this provision shall be rescinded and any monies received pursuant thereto shall be forwarded to the Borough forthwith.

The Borough has paid on behalf of the employees, into the Deferred Comp. Plan for any employee working as of the 1996 agreement having accumulated sick days, or an amount equal to their accumulated sick days valued at December 31, 1992 or twenty thousand dollars (\$20,000.00) whichever is less and provided same is not contrary to law, this payment has been made equally over a twelve (12) year period beginning July 1, 1993.

If an employee prior to the twelve-year period retires, any amounts not paid into the Deferred Comp. Plan shall be paid to the employee in whole upon their retirement provided same is not contrary to law.

The Borough has entered into a Deferred Comp. Plan on behalf of all its Blue Collar Workers. The plan was administered through payroll deduction and in accordance with the Public Employees Benefit Service Corporation.

If at any such time this plan were to change, the Association and the Borough Manager would enter into discussions on the proposed changes.

SCHEDULE D

SALARY GUIDE

Attached hereto.

ATTACHMENT ONE

MEDICAL COVERAGE

- A. (1) The Borough shall provide medical, prescription and eye care coverage to the Employee at the level of coverage provided by the State Health Benefits Program ("SHBP") in effect on January 1, 2010 under the Direct 10 Plan subject to revisions in the plan from time to time and subject to applicable law. The specific provisions of coverage are set forth in the SHBP documents.
- (2) No further claims shall be filed after June 1, 2010 for reimbursement of doctor visit co-pays, prescription co-pays, out-of-network providers and services, hospital co-pays or the like as provided under the level of benefits in effect prior to January 1, 2010. The Employee shall be responsible for any and all applicable co-pays and deductibles under the SHBP, as well as any and all costs and expenses not covered by the SHBP plan.
- (3) Effective March 1, 2010, Direct 10 shall be the base plan for the Employee. The Borough shall pay for the full cost of the premiums for the Employee that enrolls in the Direct 10 Plan subject to applicable law. Employee opting for any other available coverage shall be responsible for any additional cost in premiums.
- B. Employees with at least twenty five (25) years of service with the Borough of Lodi and at least fifty five (55) years of age upon retirement or separation from service provided such separation from service is for other than cause, are entitled to health benefits up to age sixty five (65) and the Borough shall provide the same medical plan, including family plan if applicable, as was provided to such retired Employee on the last day of active service for the Borough or as indicated in this Attachment One subject to any limitations provided by law. At age sixty five (65) said health benefits shall terminate after which time the Borough shall reimburse the Employee up to the amount of \$3,000.00 per year for any supplemental health coverage, provided that the Employee purchases same and said reimbursement shall be payable to the Employee upon receiving an invoice from the insurance company that provided the health insurance coverage unless or except otherwise restricted by law.
- C. The Borough will maintain the current prescription drug program (State Health Benefits Direct 10 Plan) for the Employee covered by this Agreement.
- D. The Borough will maintain whatever level of dental coverage is currently in effect as of the date of execution of this Agreement.
- E. In the event that State law mandates the employee to contribute toward health care medical coverage with regard to this Agreement, the employee shall comply with same.

5
M

	AYE	NAY	ABSTAINED	ABSENT
M. SCHRIEKS	✓			
K. VISCANA	✓			
T. DeSCAMMA	✓			
P. FIDUCCIA	✓			
MAYOR MASOPUST	✓			

RESOLUTION NUMBER 10-219

BOROUGH OF LODI

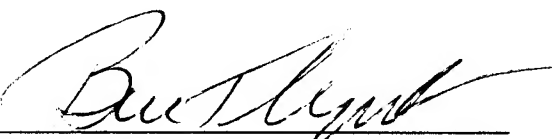
Bergen County, New Jersey

WHEREAS, the Borough of Lodi (hereinafter referred to as the "Borough") desires to enter into an Agreement with the Lodi Public Works Employee Association Lodi D.P.W. Unit (hereinafter referred to as "Association") for the period of May 1, 2010 through December 31, 2013 (hereinafter referred to as the "Agreement"); and


NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Lodi that the Borough of Lodi enter into an Agreement with Lodi Public Works Employee Association Lodi D.P.W. Unit for the period of May 1, 2010 through December 31, 2013 in the form of Agreement annexed hereto;

BE IT FURTHER RESOLVED that the Borough Manager Anthony Luna and Mayor Bruce T. Masopust shall be and are hereby authorized to execute said Agreement on behalf of the Borough.

Adopted this 17th day of May, 2010.


 Bruce T. Masopust, Mayor

ATTEST


 Debra Cannizzo, Municipal Clerk